



201 S HIGHLAND AVENUE, SUITE 201
PITTSBURGH, PA 15206

JOSHUA P. WARD, Esq.

412.545.3016 OFFICE
412.540.3399 FAX
Info@JPWARD.COM

5/22/2023

Dear Robert Sofaly,

We hope this letter finds you in good health and high spirits! As your trusted legal representatives regarding matters of Debt Defense and Consumer Protection we are pleased to inform you of a significant development in your case. During the process of diligently auditing your credit histories, we identified additional, dubious Third-Party creditor tradelines that may have a substantial impact on your overall creditworthiness. Recognizing the importance of rectifying these potential inaccuracies, we are excited to inform you that we will investigate these tradelines and seek the appropriate actions and attempt to remove them from your credit report, all at no cost!

We understand that your financial well-being depends not only on the successful defense against debt collectors but also on the accuracy of your credit reports. By taking this proactive step, we aim to ensure a comprehensive resolution to any discrepancies that may hinder your creditworthiness. We will work towards repairing your credit score, investigating these Creditors, and pursue the necessary remedies to rectify any inaccuracies within your credit reports. There will be no additional charges or fees related to this expanded litigation and there is a high likelihood that the creditors will in fact have to pay you money for inaccurate credit reporting policies. It is our sincere belief that this effort is an integral part of our commitment to securing a favorable outcome for your overall financial well-being.

The process works by sending handwritten dispute letters to Third-Party Creditors on your behalf, then requesting a new credit report to ensure that the creditor honored your request and updated the tradeline as "Disputed." Failing to update the tradeline violates the Fair Debt Collection Practices Act and we can assert those claims against the creditor for no cost and the creditor will have to remove the debt from your credit report and pay you a statutory fine.

We kindly request that you review the enclosed documentation, which outlines the specific details and terms of this expanded representation. Should you have any questions or require further clarification, please do not hesitate to contact our office at (412) 545-3016. We are here to address any concerns and provide you with the support and guidance you need throughout this process.

Thank you for placing your trust in us as your legal advocates. We are deeply committed to achieving the best possible outcomes for you, and we look forward to continuing our partnership in navigating these challenging legal matters.

Sincerely,

A handwritten signature in black ink, appearing to read 'J.P. WARD'.

Joshua P. Ward, Esq.
jward@jpward.com

AGREEMENT FOR CREDIT AUDIT AND REPAIR

J.P. Ward & Associates, LLC (“Law Firm”) and **Robert Sofaly** (“Client”), with a home address at “221 Slate Run Rd Greensburg, PA 15601 United States,” hereby agree that Law Firm will provide legal services to Client(s) to the terms set forth below in this Agreement.

1. **PROFESSIONAL UNDERTAKING:** Law Firm has agreed to undertake the representation as more fully described below. Although the Law Firm will do its best to provide effective legal services, success can never be guaranteed. Furthermore, the Law Firm does not guarantee any particular result on any matter. Nothing in this Agreement and nothing in Law Firm’s statements to Client will be construed as a promise or guarantee about the outcome of the matter. Law Firm makes no such promises or guarantees. Law Firm’s comments about the outcome of the matter are expressions of opinion only. This representation agreement does not include the litigation of any matter.
2. **SCOPE OF SERVICES:** Law Firm shall undertake disputing Third-Party Creditor Tradelines on Client’s credit report. It is explicitly stated that Law Firm will not dispute tradelines from Third-Party Creditors that are reported after the date this agreement is executed. Law Firm will request a free credit report after the Third-Party Creditors update the tradeline pursuant to the Creditors’ reporting schedule. The credit report request will be mailed directly to the three Credit Reporting Agencies, TransUnion, Equifax, and Experian. If, however, the requests are denied, Law Firm will contact client over the phone in order to facilitate requesting a free credit report online. Law Firm will audit Client’s Credit Report and determine whether or not the Third-Party Creditor properly followed State and Federal Regulations regarding the reporting of consumer disputes to the Credit Reporting Agencies. If Law Firm believes that a violation was committed, the Law Firm will open a new case for Client and execute a new Representation Agreement to pursue litigation against the violating Third-Party Creditor.
3. **AGENCY:** Client agrees to give Law Firm agency to use their personal information in processing disputes to the Third-Party Creditors, including agency to send handwritten letters to the Third-Party Creditors, styled as though they were sent from the Client. This greatly increases the chances that Creditor will violate State and Federal Laws, as handwritten letters are often overlooked and cannot be scanned into and processed by software employed by creditors to detect disputes.
4. **NO COST GUARANTEE:** Law Firm will not charge the client any costs associated with the services contained in this agreement, including those referenced in Paragraphs No. 1-3. Also, none of the services contained in this agreement will cause Client to have required payments to any third parties.
5. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties. No other Agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
6. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY:** If any provision of this Agreement is held in whole or in part to be enforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
7. **MODIFICATION BY SUBSEQUENT AGREEMENT:** This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral Agreement only to the extent that the parties carry it out.
8. **CLIENT’S DUTIES:** Client agrees to be truthful with Law Firm, to cooperate, to keep Law Firm informed of any information or developments which may come to Client’s attention, to abide by this Agreement, and to keep Law Firm advised of Client’s address, telephone number and whereabouts. Client will assist Law Firm in providing information and documents necessary for the representation in the described matter.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE LAW FIRM FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT.

By signing this Agreement, I agree that I have had an opportunity to discuss the agreement with an Attorney, understand the Agreement, and have had an opportunity to ask questions and have received an explanation for any questions that I had.

CLIENT(S) ACCEPTS THESE TERMSLAW FIRM OFFERS THESE TERMSSignature: 

Date: 5/22/2023

Print: Robert Sofaly

Date: May 30, 2023

/s/ Joshua P. Ward, Esq.
Joshua P. Ward, Esq.
J.P. Ward & Associates, LLC.
1 - 877 - 259 - WARD
info@jpward.com

Client Email: dbwillcock@yahoo.com

<i>Internal Use Only</i>	
Received:	
Scanned:	Folder Setup: Received By:



201 S HIGHLAND AVENUE, SUITE 201
PITTSBURGH, PA 15206

JOSHUA P. WARD, ESQ.

412.545.3016 OFFICE
412.540.3399 FAX
Info@JPWARD.COM

9/28/2023

Dear Damien Malcolm,

We hope this letter finds you in good health and high spirits! As your trusted legal representatives regarding matters of Debt Defense and Consumer Protection we are pleased to inform you of a significant development in your case. During the process of diligently auditing your credit histories, we identified additional, dubious Third-Party creditor tradelines that may have a substantial impact on your overall creditworthiness. Recognizing the importance of rectifying these potential inaccuracies, we are excited to inform you that we will investigate these tradelines and seek the appropriate actions and attempt to remove them from your credit report, all at no cost!

We understand that your financial well-being depends not only on the successful defense against debt collectors but also on the accuracy of your credit reports. By taking this proactive step, we aim to ensure a comprehensive resolution to any discrepancies that may hinder your creditworthiness. We will work towards repairing your credit score, investigating these Creditors, and pursue the necessary remedies to rectify any inaccuracies within your credit reports. There will be no additional charges or fees related to this expanded litigation and there is a high likelihood that the creditors will in fact have to pay you money for inaccurate credit reporting policies. It is our sincere belief that this effort is an integral part of our commitment to securing a favorable outcome for your overall financial well-being.

The process works by sending handwritten dispute letters to Third-Party Creditors on your behalf, then requesting a new credit report to ensure that the creditor honored your request and updated the tradeline as “Disputed.” Failing to update the tradeline violates the Fair Debt Collection Practices Act and we can assert those claims against the creditor for no cost and the creditor will have to remove the debt from your credit report and pay you a statutory fine.

We kindly request that you review the enclosed documentation, which outlines the specific details and terms of this expanded representation. Should you have any questions or require further clarification, please do not hesitate to contact our office at (412) 545-3016. We are here to address any concerns and provide you with the support and guidance you need throughout this process.

Thank you for placing your trust in us as your legal advocates. We are deeply committed to achieving the best possible outcomes for you, and we look forward to continuing our partnership in navigating these challenging legal matters.

Sincerely,

Joshua P. Ward, Esq.
jward@jpward.com

AGREEMENT FOR CREDIT AUDIT AND REPAIR

J.P. Ward & Associates, LLC (“Law Firm”) and Damien Malcolm (“Client”), with a home address at “265 Industrial Hwy Pottstown, PA 19464 United States,” hereby agree that Law Firm will provide legal services to Client(s) to the terms set forth below in this Agreement.

1. **PROFESSIONAL UNDERTAKING:** Law Firm has agreed to undertake the representation as more fully described below. Although the Law Firm will do its best to provide effective legal services, success can never be guaranteed. Furthermore, the Law Firm does not guarantee any particular result on any matter. Nothing in this Agreement and nothing in Law Firm’s statements to Client will be construed as a promise or guarantee about the outcome of the matter. Law Firm makes no such promises or guarantees. Law Firm’s comments about the outcome of the matter are expressions of opinion only. This representation agreement does not include the litigation of any matter.
2. **SCOPE OF SERVICES:** Law Firm shall undertake disputing Third-Party Creditor Tradelines on Client’s credit report. It is explicitly stated that Law Firm will not dispute tradelines from Third-Party Creditors that are reported after the date this agreement is executed. Law Firm will request a free credit report after the Third-Party Creditors update the tradeline pursuant to the Creditors’ reporting schedule. The credit report request will be mailed directly to the three Credit Reporting Agencies, TransUnion, Equifax, and Experian. If, however, the requests are denied, Law Firm will contact client over the phone in order to facilitate requesting a free credit report online. Law Firm will audit Client’s Credit Report and determine whether or not the Third-Party Creditor properly followed State and Federal Regulations regarding the reporting of consumer disputes to the Credit Reporting Agencies. If Law Firm believes that a violation was committed, the Law Firm will open a new case for Client and execute a new Representation Agreement to pursue litigation against the violating Third-Party Creditor.
3. **AGENCY:** Client agrees to give Law Firm agency to use their personal information in processing disputes to the Third-Party Creditors, including agency to send handwritten letters to the Third-Party Creditors, styled as though they were sent from the Client. This greatly increases the chances that Creditor will violate State and Federal Laws, as handwritten letters are often overlooked and cannot be scanned into and processed by software employed by creditors to detect disputes.
4. **NO COST GUARANTEE:** Law Firm will not charge the client any costs associated with the services contained in this agreement, including those referenced in Paragraphs No. 1-3. Also, none of the services contained in this agreement will cause Client to have required payments to any third parties.
5. **ENTIRE AGREEMENT:** This Agreement contains the entire Agreement of the parties. No other Agreement, statement, or promise made on or before the effective date of this Agreement will be binding on the parties.
6. **SEVERABILITY IN EVENT OF PARTIAL INVALIDITY:** If any provision of this Agreement is held in whole or in part to be enforceable for any reason, the remainder of that provision and of the entire Agreement will be severable and remain in effect.
7. **MODIFICATION BY SUBSEQUENT AGREEMENT:** This Agreement may be modified by subsequent Agreement of the parties only by an instrument in writing signed by both of them or an oral Agreement only to the extent that the parties carry it out.
8. **CLIENT’S DUTIES:** Client agrees to be truthful with Law Firm, to cooperate, to keep Law Firm informed of any information or developments which may come to Client’s attention, to abide by this Agreement, and to keep Law Firm advised of Client’s address, telephone number and whereabouts. Client will assist Law Firm in providing information and documents necessary for the representation in the described matter.

THE PARTIES HAVE READ AND UNDERSTOOD THE FOREGOING TERMS AND AGREE TO THEM AS OF THE DATE LAW FIRM FIRST PROVIDED SERVICES. IF MORE THAN ONE CLIENT SIGNS BELOW, EACH AGREES TO BE LIABLE, JOINTLY AND SEVERALLY, FOR ALL OBLIGATIONS UNDER THIS AGREEMENT.

By signing this Agreement, I agree that I have had an opportunity to discuss the agreement with an Attorney, understand the Agreement, and have had an opportunity to ask questions and have received an explanation for any questions that I had.

CLIENT(S) ACCEPTS THESE TERMSLAW FIRM OFFERS THESE TERMS

Signature: Damien Malcolm
 Signature: Damien Malcolm (Sep 28, 2023 11:26 EDT)

Date: 9/28/2023

Print: **Damien Malcolm**Date: Sep 28, 2023

/s/ Joshua P. Ward, Esq.
 Joshua P. Ward, Esq.
J.P. Ward & Associates, LLC.
1 - 877 - 259 - WARD
 info@jpward.com

Client Email: malcolm.damien@gmail.com

<i>Internal Use Only</i>	
Received:	
Scanned:	Folder Setup: Received By:

23-09-28, Credit Repair Agreement, Malcolm, Damien

Final Audit Report

2023-09-28

Created:	2023-09-28
By:	Joshua Ward (esignatures@jward.com)
Status:	Signed
Transaction ID:	CBJCHBCAABAAGivBC7gowyYSgPcVeOMnTXJuQUzU5aID

"23-09-28, Credit Repair Agreement, Malcolm, Damien" History

-  Document created by Joshua Ward (esignatures@jward.com)
2023-09-28 - 3:04:44 PM GMT
-  Document emailed to Damien Malcolm (malcolm.damien@gmail.com) for signature
2023-09-28 - 3:05:05 PM GMT
-  Email viewed by Damien Malcolm (malcolm.damien@gmail.com)
2023-09-28 - 3:25:17 PM GMT
-  Document e-signed by Damien Malcolm (malcolm.damien@gmail.com)
Signature Date: 2023-09-28 - 3:26:00 PM GMT - Time Source: server
-  Agreement completed.
2023-09-28 - 3:26:00 PM GMT



Adobe Acrobat Sign